

CHICAGO AND



TRANSPORTATION COMPANY

JOAN A. SCHRAMM
J.S. EDWARDS
FRANCES L. TURNER
ASSISTANT SECRETARIES

DIRECT DIAL NUMBER

312/454-6535

July 28, 1981

RECORDATION NO.

6442-C
Filed 1425

File No. A-7951

JUL 31 1981 - 10 45 AM

INTERSTATE COMMERCE COMMISSION

1-212A107

JUL 30 1981

10:00

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

W. D. C.

Dear Ms. Mergenovich:

Pursuant to Section 11303 (formerly 20c) of the Interstate Commerce Act, as amended, enclosed for recordation are Counterparts of Release and Bill of Sale dated as of July 14, 1981 for equipment under Conditional Sale Agreement dated November 24, 1971 between North Western Properties Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of November 24, 1971 between North Western Properties Company and Continental Illinois National Bank and Trust Company of Chicago which was assigned Recordation No. 6442.

Enclosed is our check in the amount of \$10.00 to cover your recording fee. Please retain one Counterpart for your files and return the remaining Counterparts each showing your recordation data.

This is a Final Release!

Sincerely,

J. S. Edwards
Assistant Secretary

JSE/baf
Encl.

cc: R. D. Smith
G. R. Charles A-168
J. D. O'Neill
D. E. Stockham
R. F. Guenther

JUL 30 1981

6442-C
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FEB 14 1981

INTERSTATE COMMERCE COMMISSION

Counterpart No. 6 of 10

A-7951

A-168

RELEASE AND BILL OF SALE

WHEREAS, under the terms of CONDITIONAL SALE AGREEMENT dated as of November 24, 1971, between NORTHWEST PROPERTIES COMPANY, an Illinois corporation (hereinafter called "Seller") and CHICAGO AND NORTH WESTERN RAILWAY COMPANY, a Wisconsin corporation (hereinafter called "Railroad"), Seller agreed to sell and Railroad agreed to buy Eleven (11) diesel locomotives, Railroad Nos. 33 to 39 both inclusive and Nos. 407 to 409, both inclusive, (hereinafter referred to as "Equipment"); and

WHEREAS, under the terms of AGREEMENT AND ASSIGNMENT dated as of November 24, 1971, between Seller and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO (hereinafter referred to as "Assignee"), Seller assigned and transferred all right, title and interest under the aforesaid Conditional Sale Agreement and all right, title and interest to said Equipment to Assignee; and

WHEREAS, by Supplemental Security Agreement dated as of November 24, 1971, Railroad granted Assignee a security interest in the Equipment for the purpose of securing the payment of all indebtedness of Railroad under the Loan Agreement dated April 1, 1971, between Railroad and Assignee and any Conditional Sale Agreement and Agreement and Assignment made pursuant there to; and

WHEREAS, effective June 1, 1972, Railroad assigned all of its interest in said Conditional Sale Agreement and the Equipment to CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, a Delaware corporation (hereinafter included in the term "Railroad"); and

WHEREAS, by Release and Bill of Sale dated October 13, 1977, Assignee received from Railroad all payments due under said Conditional Sale Agreement, Agreement and Assignment, Loan Agreement and Supplemental Security Agreement with respect to the diesel locomotives, Railroad Nos. 407 to 409 both inclusive; and

WHEREAS, Assignee has received from Railroad full payment of all indebtedness in respect to the purchase price of the Equipment due under said Conditional Sale Agreement and Agreement and Assignment and the conditions and obligations of Railroad with respect to the Equipment have been satisfied in full;

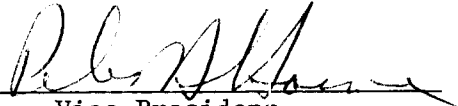
NOW, THEREFORE, Assignee, in consideration of the sum of One Dollar (\$1.00) to it in hand paid by Railroad, the receipt whereof is hereby acknowledged, DOES HEREBY SELL, ASSIGN, CONVEY, TRANSFER AND SET OVER TO CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, the Equipment, TO HAVE AND TO HOLD the Equipment unto CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, its successors and assigns forever, free and clear of all liens, encumbrances and security interests created by or arising under the aforementioned Conditional Sale Agreement and Agreement and Assignment.

Assignee does hereby covenant that it has not done anything whereby the Equipment hereby conveyed is or may be in any manner encumbered or charged; that the Equipment is free and clear of all liens and encumbrances of every kind and nature whatsoever created by Assignee or arising out of any act, obligation or liability on its part. The Assignee hereby authorizes removal from the Equipment of any and all ownership plates and other markings of Assignee.

IN WITNESS WHEREOF, CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO has caused this instrument to be executed in its corporate name by one of its Vice Presidents and its corporate seal to be hereunto affixed and attested by one of its Commercial Banking Officers, this 14th day of Dec, A.D. 1981.

CONTINENTAL ILLINOIS NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

By


Vice President

(Seal)

ATTEST:


Commercial Banking Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, EILEEN HUDSON, a Notary Public duly
commissioned and qualified in and for the County and State aforesaid
and residing therein DO HEREBY CERTIFY that PETER D. HORNE
and SANFORD L. WAX, to me personally known and known to
me to be, respectively, a VICE-PRESIDENT and
a BANKING OFFICER of CONTINENTAL ILLINOIS NATIONAL
BANK AND TRUST COMPANY OF CHICAGO and the identical persons whose names
are subscribed to the foregoing instrument appeared before me this day
in person, and being first duly sworn by me, severally acknowledged to me
that they are, respectively, a VICE-PRESIDENT and
a BANKING OFFICER of said corporation; that as such
officers they signed, sealed and delivered said instrument in behalf of
said corporation by authority and order of its Board of Directors as the
free and voluntary act and deed of said corporation, and as their own
free and voluntary act; that they know the seal of said corporation; that
the seal affixed to said instrument is the seal of said corporation; and
that said corporation executed said instrument for the uses and purposes
therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal as such Notary Public, at 14 this
day of JULY A. D. 1981.

Eileen Hudson
Notary Public

MY COMMISSION EXPIRES
OCTOBER 11, 1982